

# EXHIBIT F

AMENDMENT TO DISTRIBUTION AGREEMENT

THIS AMENDMENT TO DISTRIBUTION AGREEMENT (this "Amendment"), dated as of Nov 28, 2012 (the "Effective Date"), is made and entered into by and between Red Bull North America, Inc. ("RBNA") and The Beverage Works NY, Inc. ("Distributor"), with respect to the following facts:

A. RBNA and Distributor are parties to that certain Distribution Agreement dated as of July 11, 2008 (the "Distribution Agreement");

B. The parties wish to amend the Distribution Agreement as described below;

C. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Distribution Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. Schedule I. Schedule I of the Distribution Agreement is deleted in its entirety and shall be replaced with Exhibit A to this Amendment.

2. Section V.I.I. Section V.I.I of the Distribution Agreement is hereby amended and restated as follows:

"During the Term, Distributor shall maintain full, complete and accurate business records documenting: (i) sales, service calls and deliveries; (ii) inventory reports, which shall be electronically provided on a monthly basis to Company; (iii) names and addresses of Accounts; (iv) marketing business plans and results; (v) Distributor's use and depletion of RED BULL Product Advertising and RED BULL Display Equipment (including locations, transfers and inventory levels), which shall be electronically provided on a monthly basis to Company; (vi) Distributor's daily Product depletions and all invoice line items (e.g. sales, off-invoice, buy backs, credits), which shall be electronically provided on a daily basis to Company with account level detail in the data file format attached as Schedule J hereto (or such other format as may be provided by Company from time to time); and (viii) such other financial data and statistical information as Company may request for purposes of internal operational control, marketing purposes and to monitor Distributor's compliance with this Agreement. Distributor shall provide Company with any of the information above, upon Company's reasonable request."

3. Schedule J. A new Schedule J shall be attached to the Distribution Agreement in the form of Exhibit B attached to this Amendment.

4. Ratification. Except as specifically amended hereby, the Distribution Agreement shall remain in full force and effect and is hereby ratified and confirmed.

5. Amendment. In the event of a conflict between the provisions of this Amendment and the provisions of either (i) the Distribution Agreement or (ii) any prior amendments to the Distribution Agreement, the provisions of this Amendment shall control.

6. Entire Agreement. This Amendment, the Distribution Agreement (as amended, as the case may be) and the other documents delivered pursuant hereto or thereto constitute the full and entire understanding and agreement between Distributor and RBNA with regard to the subjects hereof and thereof.

7. Counterpart. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. Governing Law. This Amendment shall be governed by and construed under the laws of the State of California without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

**THE BEVERAGE WORKS NY, INC.**

By: 

Name: Mark Parisiglione

Title: President

**RED BULL NORTH AMERICA, INC.**

By: 

Name: Amy Taylor

Title: VP/GM

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

**SCHEDULE I**

**PRODUCT**

Except as the parties otherwise agree by amending this **Schedule I**, Product means only:

**Red Bull Energy Drink**  
**Red Bull Sugar Free**  
**Red Bull Total Zero**  
**Red Bull Red Edition**  
**Red Bull Blue Edition**  
**Red Bull Silver Edition**

EXHIBIT B

SCHEDULE J

**RBNA EXPANDED DEPLETIONS DATA FILE FORMAT**

See attached.